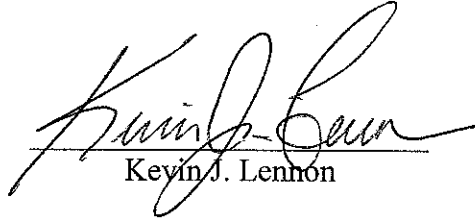
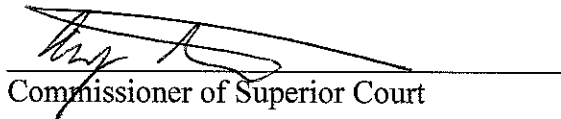


Dated: Southport, CT
January 18, 2008



Kevin J. Lennon

Sworn to and subscribed before me this
18th day of January 2008.



Commissioner of Superior Court

EXHIBIT 1

✓1247

LENNON, MURPHY & LENNON, LLC – Attorneys at Law

The GrayBar Building
420 Lexington Ave., Suite 300
New York, NY 10170
phone (212) 490-6050
fax (212) 490-6070

Patrick F. Lennon - pfl@lenmur.com
Charles E. Murphy - cem@lenmur.com
Kevin J. Lennon - kjl@lenmur.com
Nancy R. Peterson - nrp@lenmur.com

Tide Mill Landing
2425 Post Road
Southport, CT 06890
phone (203) 256-8600
fax (203) 256-8615

December 28, 2007

Via DHL

Via Facsimile: 011 91 33 2269 5384 / 011 91 22 4030 4650

Via E-Mail: saraswati@traxpo.com / sktapuriah@traxpo.com

Traxpo Enterprises Private Limited
Tapuriah House
42/1 Strand Road
Kolkata – 700 0007
India

Re: Kolmar Group AG v. Traxpo Enterprises Private Limited
Docket No: 07 Civ. 10343 (LAK) – U.S. District Court, SDNY
LML ref: 07-1247

Dear Sir or Madam:

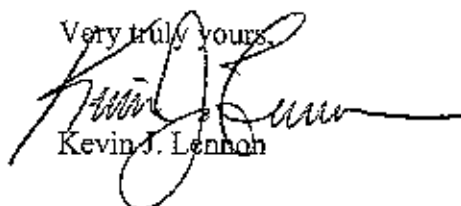
We represent the Plaintiff, Kolmar Group AG, in the above referenced lawsuit. We write to advise you that pursuant to an ex parte order of maritime attachment and garnishment issued in the above referenced lawsuit, your property was attached at Wachovia Bank on or about December 19, 2007 in the amount of \$30,000.

Please find attached to this letter the following pleadings filed in the above referenced lawsuit including, the Complaint, Affidavit in Support, Rule 7.1 Statement, Ex-Parte Order, Process of Attachment, Initial Conference Order and also the Individual Rules for Honorable Judge Lewis A. Kaplan.

Should you have any questions or concerns, please contact us at your convenience.

This letter is sent pursuant to Local Rule B.2 of the Local Rules for the United States District Court for the Southern District of New York.

Very truly yours,


Kevin J. Lennon

KJL/bhs
Encl.

SDAO-440 (Rev. 3/01) Summons in a Civil Action

UNITED STATES DISTRICT COURT

Southern

District of

New York

KOLMAR GROUP AG

SUMMONS IN A CIVIL ACTION

V.

TRAXPO ENTERPRISES PRIVATE LIMITED
a/k/a TRAXPO ENTERPRISES PVT LTD.

CASE NUMBER:

07 CV 10343
JUDGE KAPLAN

TO: (Name and address of Defendant)

TRAXPO ENTERPRISES PRIVATE LIMITED
Tapuriah House, 42/1, Strand Road
Kolkata - 700 007
India

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

LENNON, MURPHY & LENNON, LLC
The Gray Bar Building
420 Lexington Avenue, Suite 300
New York, NY 10170
(212) 490-6050 - phone
(212) 490-6070 - fax

an answer to the complaint which is served on you with this summons, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

NOV 15 2007

CLERK

Marcos Quintero

DATE

(By) DEPUTY CLERK

SAO 400 (Rev. 3/01) Summons in a Civil Action

RETURN OF SERVICE		
Service of the Summons and complaint was made by me ⁽¹⁾	DATE	
NAME OF SERVER (PRINT)	TITLE	
<i>Check one box below to indicate appropriate method of service</i>		
<input type="checkbox"/> Served personally upon the defendant. Place where served:		
<input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left:		
<input type="checkbox"/> Returned unexecuted:		
<input type="checkbox"/> Other (specify):		
STATEMENT OF SERVICE FEES		
TRAVEL	SERVICES	TOTAL \$0.00
DECLARATION OF SERVER		
<p>I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.</p>		
Executed on _____ Date _____ Signature of Server _____		
_____ Address of Server		

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

JUDGE KAPLAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
KOLMAR GROUP AG,

Plaintiff,

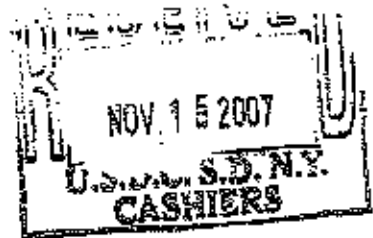
- against -

TRAXPO ENTERPRISES PRIVATE
LIMITED a/k/a TRAXPO ENTERPRISES
PVT LTD.,

Defendant.
-----X

07 CV 10343

ECF CASE



**DISCLOSURE OF INTERESTED PARTIES
PURSUANT TO FEDERAL RULE 7.1**

Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure to enable Judges and Magistrates of the Court to evaluate possible disqualification or recusal, the undersigned attorney of record for the Plaintiff certifies that the following are corporate parents or U.S. companies that hold 10% or more of its stock: None.

Dated: November 15, 2007

The Plaintiff,
KOLMAR GROUP AG

By: 

Patrick F. Lennon (PL-2162)

Kevin J. Lennon (KL-5072)

Charles E. Murphy (CM-2125)

LENNON, MURPHY & LENNON LLC

The GrayBar Building

420 Lexington Avenue, Suite 300

New York, NY 10170

(212) 490-6050 - phone

(212) 490-6070 - facsimile

plf@lennmur.com

kjl@lennmur.com

cem@lennmur.com

DEFENDANT IS NOT PRESENT IN THIS DISTRICT

2. I have attempted to locate the Defendant, TRAXPO ENTERPRISES PRIVATE LIMITED a/k/a TRAXPO ENTERPRISES PVT LTD, within this District. As part of my investigation to locate the Defendant within this District, I checked the telephone company information directory, as well as the white and yellow pages for New York listed on the Internet or World Wide Web, and did not find any listing for the Defendant within this district. Finally, I checked the New York State Department of Corporations' online database which showed no listing or registration for this Defendant. I was also unable to find any information to indicate that the Defendant has a general or managing agent within this District.

3 I did locate a website believed to be operated and managed by the Defendant which is hosted at www.traxpo.com. However, a review of that website fails to reveal any presence within this District.

4. I submit based on the foregoing that this Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims.

5. Upon information and belief, the Defendant has, or will have during the pendency of this action, tangible and intangible property within this District and subject to the jurisdiction of this Court, held in the hands of in the hands of garnishees within this District, which are believed to be due and owing to the Defendant.

6. This is Plaintiff's first request for this relief made to any Court.

PRAYER FOR RELIEF FOR ORDER ALLOWING SPECIAL PROCESS SERVER

7. Plaintiff seeks an Order pursuant to Rule 4(c) of the Federal Rules of Civil Procedure, for an Order appointing the undersigned, Patrick F. Lennon, Charles E. Murphy, Nancy Peterson or any other partner, associate, paralegal or agent of Lennon, Murphy & Lennon, LLC, including Gotham Process Service, to be appointed, in addition to the United States Marshal, to serve the Ex Parte Order, Process of Maritime Attachment and Garnishment and the Verified Complaint, together with any interrogatories, upon the garnishee(s), together with any other garnishee(s) who (based upon information developed subsequent hereto by the Plaintiff) may hold assets of, for or on account of, the Defendant.

8. Plaintiff seeks to serve the prayed for Ex Parte Order and Process of Maritime Attachment and Garnishment with all deliberate speed so that it may be fully protected against the potential of being unable to satisfy a judgment ultimately obtained by Plaintiff and entered against the Defendant.

9. To the extent that this application for an Order appointing a special process server with respect to this attachment and garnishment does not involve a restraint of physical property, there is no need to require that the service be effected by the Marshal as it involves simple delivery of the Ex Parte Order and Process of Maritime Attachment and Garnishment to the various garnishes to be identified in the writ.

PRAYER FOR RELIEF TO SERVE LATER IDENTIFIED GARNISHEES

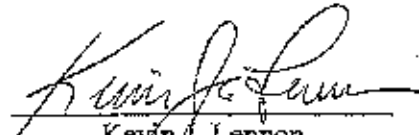
10. Plaintiff also respectfully requests that the Court grant it leave to serve any additional garnishee(s) who may, upon information and belief obtained in the course of this litigation, to be holding, or believed to be holding, property of the Defendant, within this District.

Obtaining leave of Court at this time to serve any later identified garnishees will allow for prompt service of the Process of Maritime Attachment and Garnishment without the need to present to the Court amended Process seeking simply to identify other garnishee(s).

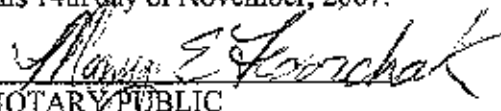
PRAYER FOR RELIEF TO DEEM SERVICE CONTINUOUS

11. Further, in order to avoid the need to repetitively serve the garnishees/banks, Plaintiff respectfully seeks further leave of the Court, as set out in the accompanying Ex Parte Order for Process of Maritime Attachment, for any process that is served on a garnishee to be deemed effective and continuous service of process throughout any given day on which process is served through the next day, provided that process is served the next day, to authorize service of process via facsimile or e-mail following initial *in personam* service.

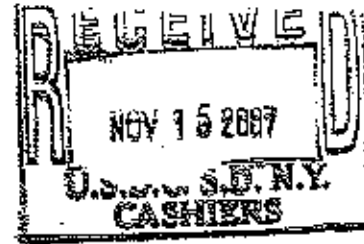
Dated: November 14, 2007
Southport, CT


Kevin J. Lennon

Sworn and subscribed to before me
this 14th day of November, 2007.


NOTARY PUBLIC

LENNON, MURPHY & LENNON LLC
Attorneys for Plaintiff
KOLMAR GROUP AG
Patrick F. Lennon
Kevin J. Lennon
The GrayBar Building
420 Lexington Avenue, Suite 300
New York, NY 10170
(212) 490-6050 - phone
(212) 490-6070 - facsimile



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUDGE KAPLAN

07 CV 10343

KOLMAR GROUP AG,

Plaintiff,

- against -

TRAXPO ENTERPRISES PRIVATE
LIMITED a/k/a TRAXPO ENTERPRISES
PVT LTD.

Defendant.

ECF CASE

VERIFIED COMPLAINT

Plaintiff, KOLMAR GROUP AG. (hereinafter referred to as "KOLMAR" or "Plaintiff"),
by and through its attorneys, Lennon, Murphy & Lennon LLC, as and for its Verified Complaint
against the Defendant, TRAXPO ENTERPRISES PRIVATE LIMITED a/k/a TRAXPO
ENTERPRISES PVT LTD. (hereinafter referred to as "TRAXPO" or Defendant) alleges, upon
information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the
Federal Rules of Civil Procedure and 28 United States Code § 1333. Jurisdiction over this
matter is also present pursuant to this Court's federal question jurisdiction, 28 United States
Code § 1331.

2. At all times material to this action, Plaintiff was, and still is, a foreign company duly organized and operating under the laws of Switzerland.

3. Upon information and belief, Defendant TRAXPO was, and still is, a foreign corporation or other business entity organized under and existing by virtue of foreign law, with a place of business in Calcutta, India.

4. By a sales contract dated August 27, 2007, and any amendments thereafter, KOLMAR purchased a quantity of 15,000 - 18,000 metric tons of methanol (hereinafter referred to as "cargo") from TRAXPO. The sales contract at clause (9) "Maritime Conditions" defined the rights and obligations of the parties concerning laytime and demurrage¹ and incorporated by reference the Asbatankvoy standard form charter party. The sales contract at clause (14), entitled "Jurisdiction," required the parties to submit to the jurisdiction of the High Court of London without recourse to arbitration. A copy of the sales contract is attached hereto as Exhibit 1.

5. KOLMAR chartered the M/V "Fairchem Mustang" from non-party Fairfield Chemical Carriers to carry the cargo from the loadport of Kandla, India to the discharge port(s) of Houston and/or New Orleans, United States.

6. The terms of the M/V "Fairchem Mustang" charter party provided that KOLMAR would be liable for demurrage at the rate of \$20,000 per day, pro rata for delay in loading the cargo beyond the agreed upon laytime. Defendant TRAXPO materially breached the sales contract, specifically including but not limited to the maritime conditions set forth therein (including the terms of the Asbatankvoy charter party form incorporated therein), in that it failed to provide the minimum cargo specified in the sales contract, failed to timely supply cargo to the vessel, failed to provide cargo within the specifications called for in the contract and otherwise

¹ Demurrage is a liquidated damage for delay set forth in a charter party that requires a charterer to pay to owner when the vessel is prevented from the loading or discharging of cargo within the stipulated laytime (i.e., the maximum time permitted in the charter party for cargo operations).

delayed the timely loading of the vessel, KOLMAR incurred \$381,101.40 in demurrage to non-party Fairfield Chemical Carriers. Such demurrage is for TRAXPO's account.

7. On or about October 22, 2007 KOLMAR served TRAXPO with its demurrage claim. A copy of the demurrage claim is attached hereto as Exhibit 2.

8. By way of TRAXPO's breach of the sales contract KOLMAR also incurred costs for the shifting of the M/V "Fairfield Mustang" from the loading berth to a layberth while TRAXPO was arranging for cargo to be delivered to the vessel. The shifting expenses were \$5,162.33 as per the communication received from agents for Fairfield Chemical Carriers. A copy of the communication evidencing the shifting expenses is attached hereto as Exhibit 3.

9. By way of TRAXPO's breach of the sales contract KOLMAR also incurred deadfreight² to Fairfield Chemical Carriers due to TRAXPO's failure to deliver a minimum of 18,000 metric tons of cargo for loading aboard the M/V "Fairfield Mustang." KOLMAR was obligated to provide a minimum of 17,500 metric tons of cargo under its charter party with Fairfield Chemical Carriers but TRAXPO was able to deliver only 17,273.743 metric tons to the vessel thereby creating a shortfall of 226.257 metric tons at the charter party rate of \$73 per metric tons. KOLMAR has thus incurred deadfreight of \$16,516.76. Such deadfreight is for TRAXPO's account. A copy of Fairfield Chemical Carrier's freight invoice issued to TRAXPO is attached hereto as Exhibit 4.

10. As a result of TRAXPO's aforesaid breaches of the sales contract, KOLMAR has sustained damages in the total principal amount of \$402,780.49, exclusive of litigation costs and attorneys' fees.

² Deadfreight is a liquidated damage payable by the charterer, or shipper, of cargo to the vessel owner for the failure, or inability, to load the cargo quantity agreed in the charter party. The amount owed being equivalent to the owner's loss of freight due to the cargo quantity not being loaded as agreed in the charter party.

11. The aforesaid sales contract provides that disputes will be adjudicated in the High Court of London with English law to apply. KOLMAR is preparing to commence an action in the High Court of London and expressly reserves its rights to litigate against TRAXPO in the High Court of London as per the sales contract.

12. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in actions brought in the High Court of London applying English law. As best as can now be estimated, Plaintiff expects to recover the following amounts:

A.	On the principal claim:	\$402,780.49;
	[Demurrage:	\$381,101.40]
	[Shifting expenses:	\$ 5,162.33]
	[Deadfreight	\$ 16,516.76]
B.	3 years of interest at 7.5% per annum:	\$138,038.34;
C.	Legal costs:	\$ 50,000; and
D.	Legal fees:	\$ 200,000.
	Total:	\$790,081.83.

13. Upon information and belief and following a good faith investigation, Plaintiff avers that the Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

14. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any assets of the Defendant held by any garnishee(s) within the District for the purpose of obtaining personal jurisdiction over the Defendant, and to secure the Plaintiff's claim as described above.

15. The Plaintiff also seeks an Order from this Court recognizing, confirming and enforcing any forthcoming English judgment entered in Plaintiff's favor.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint, failing which default judgment be entered against it in the sum of \$790,818.83;

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds up to the amount of \$790,818.83 belonging to, due or being transferred to, from, or for the benefit of the Defendant, including, but not limited to, such property as may be held, received or transferred in Defendant's name, or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishes to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That that this Court recognize, confirm and enforce an English judgment(s) entered in Plaintiff's favor;

D. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

E. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and

F. That the Plaintiff has such other, further and different relief as the Court may deem just and proper.

Dated: Southport, CT
November 15, 2007

The Plaintiff,
KOLMAR GROUP AG

By: 

Patrick F. Lennon (PL-2162)
Kevin J. Lennon (KL-5072)
Charles E. Murphy (CM -2125)
LENNON, MURPHY & LENNON, LLC
The Gray Bar Building
420 Lexington Ave., Suite 300
New York, NY 10170
Phone (212) 490-6050
Fax (212) 490-6070
pfl@lenmur.com
klj@lenmur.com
cem@lenmur.com

ATTORNEY'S VERIFICATION

State of Connecticut)
) ss.: Town of Southport
County of Fairfield)

1. My name is Patrick F. Lennon;

2. I am over 18 years of age, of sound mind, capable of making this

Verification, and fully competent to testify to all matters stated herein.

3. I am a partner in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the
Plaintiff.

4. I have read the foregoing Verified Complaint and know the contents
thereof and believe the same to be true and accurate to the best of my knowledge, information
and belief.

5. The reason why this Verification is being made by the deponent and not
by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now
within this District.

6. The source of my knowledge and the grounds for my belief are the
statements made, and the documents and information received from, the Plaintiff and agents
and/or representatives of the Plaintiff.

7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: Southport, CT
 November 15, 2007



Patrick F. Lennon

EXHIBIT 1



Kolmar Group AG
Laubhof, Metallstrasse 9, 6300 Zug / Switzerland
Tel: +41 41 727 57 00 Fax: +41 41 727 57 01

FACSIMILE TRANSMISSION

To Traxpo Enterprises Pvt Ltd
Attn: Mr. S.K. Tapariah
Fax: + (91) 22 5631 1502

Cc Meteor Kolkata
Attn: Tara John

Date: 27th August 2007

No. of pages: - 4 - (including cover page)

**Kolmar's Purchase of 15,000 – 20,000 Metric Tons, Methanol
Our Ref. 2006872**

We are pleased to confirm the following purchase transaction concluded with your company on 27th August 2007:

Methanol / Purchase Contract No: 2006872

- 1) Seller
Traxpo Enterprises Pvt Ltd
Tapariah House
42/1 Strand Road
Calcutta 700 007
India
Fax: + (91) 22 5631 1502
- 2) Buyer
Kolmar Group AG
Laubhof, Metallstrasse 9
6300 Zug
Switzerland
Tel: + (41) 41 727 5700
Fax: + (41) 41 727 5701
E-Mail: operations@kolmargroup.com

A handwritten signature in the bottom right corner of the page.

3) Description

Methanol in accordance to IMCA specifications

Appearance		Clear and free of suspended matter
Purity % WT on dry basis		Min. 99,85
Acetone	Mg/Kg	Max 30
Color PT-CO		Max 5
Water % W/W		Max 0.1
Distillation range at 760mm Hg		Max 1,0 °C
Specific gravity 20° / 20°		0,791-0,793
Potassium permanganate Time test at °15 C, minute		Minimum 60
Ethanol	Mg/Kg	Max 50
Chloride as Cl	Mg/Kg	Max 0,5
Sulfur	Mg/Kg	Max 0,5
Hydrocarbons		Pass test
Carbonisable Substances (Sulphuric Acid Wash Test)		Max 30
Pt-Co Scale		
Acidity as Acetic Acid	Mg/Kg	Max 30
Total Iron	Mg/Kg	Max 0,1
Non Volatile matter	Mg/1000ml	Max 8

4) Quantity

15,000 – 20,000 Metric Tons, plus/minus 5 percent in Buyer's option. Quantity option to be declared by Buyer on 27th August 2007 close of Business London time.

5) Price

United States Dollars 255.00 per Metric Ton. Price for Additional 5,000 Metric Tons will be 265.00 per Metric Ton.

6) Delivery Terms

FOB Kandla, (IN). Buyer will be shipper of record and cause Bills of Lading to be issued.

7) Delivery Time

For shipment within September 2007

8) Payment Terms

At sight against Irrevocable Documentary Letter of Credit, payable against presentation of the following documents:

- Commercial Invoice.

- Certificate of Quantity issued by independent surveyor, based on shore tank measurements taken immediately prior and immediately after completion of loading of vessel.
- Certificate of Quality issued by independent surveyor, evidencing that the material is in accordance with the specifications mentioned in this contract, based on samples taken immediately before loading at shore tank.
- Certificate of Origin issued by Local Chamber of Commerce certificate.
- Original signed confirmation by Master of carrying vessel certifying receipt of two sealed samples of material.
- 3/3 original Full set of charter Party Bills of Lading

9) Maritime Conditions

Laytime to commence 6 (six) hours from tendering of Notice of Readiness or when vessel is all fast at berth, whichever occurs first. Laytime allowed (period or rate) and demurrage rate to be agreed upon vessel nomination. All other maritime conditions to be in accordance with Asbatankvoy Charter Party form. In case of barge lifting, barge terms to apply.

10) Title and Risk

To pass from Seller to Buyer at load-port as material passes the incoming flange of Buyer's vessel.

11) Origin

Qatar and Russia

12) Inspection

By an independent surveyor at loading port whose findings for quantity, quality and vessel's cleanliness shall be final and binding for both parties.

13) Governing Law

This contract shall be governed and construed in accordance with the laws of England (without reference to any conflict of law rules). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.

14) Jurisdiction

Each party expressly submits to the jurisdiction of the High Court of London without recourse to arbitration.

15) Force Majeure

Neither Seller nor Buyer shall be liable in damages or otherwise for any failure or delay in performance of any obligation hereunder other than obligation to make payment, where such failure or delay is caused by force majeure, being any event, occurrence or circumstance reasonably beyond the control of that party, including without prejudice to the generality of the foregoing, failure or delay caused by or

resulting from acts of god, strikes, fires, floods, wars (whether declared or undeclared), riots, destruction of material, delays of carriers due to breakdown or adverse weather, perils of the seas, embargoes, accidents, restrictions imposed by any governmental authority (including allocations, priorities, requisitions, quotas and price controls). The time of Seller to make or Buyer to receive delivery hereunder shall be extended during any period in which delivery shall be delayed or prevented by reason of any delivery hereunder shall be so delayed or prevented for more than 60 (sixty) days, either party may terminate this contract with respect to such delivery upon written notice to the other party.

16) Assignment

Neither Seller nor Buyer shall assign the whole or any part of its rights and obligations hereunder without prior written consent of the other party.

Other Conditions

Where not in conflict with the other conditions of this contract, Incoterms 2000 to apply including subsequent amendments as applicable on the date of shipment.

Entire Agreement

Notwithstanding anything contained in any other agreement to the contrary, this agreement contains the entire agreement between the parties with respect of the subject matter hereof and all proposals, negotiations and representations relating thereto are merged herein.

All terms and other elements of this contract are to be kept private and confidential by all parties concerned.

Operational Contacts:

Mrs. Dominique Meyer

Tel: + (41) 41 727 5329

Fax: + (41) 41 727 5701

E-mail: operations@kolmargroup.com

We are pleased to have been able to conclude this transaction with your company.

Kind Regards,


KOLMAR GROUP AG





Kolmar Group AG
Leimbühl, Metallstrasse 9, 6300 Zug / Switzerland
Tel. +41 41 727 57 00 Fax +41 41 727 57 01

FACSIMILE TRANSMISSION

To Traxpo Enterprises Pvt Ltd
Attn Mr. S.K. Taparish
Fax + (91) 22 5631 1502

Cc Meteor Kolkata
Attn Tara John

Date 23rd August 2007

No. of pages - 1 - (including cover page)

Kolmar's Revised Purchase of 15,000 Metric Tons, Methanol
Our Ref. 2006872
Amendment 1

As mutually agreed between the parties of the above contract the following amendment has been made:

- 4) Quantity – now to read
15,000 Metric Tons, plus/minus 5 percent in Buyer's option. Optional 2,000 – 3,000 Metric Tons plus/minus 5 percent, in Buyer's option.
- 5) Price – now to read
United States Dollars 255.00 per Metric Ton for the 15,000 Metric Tons.
United States Dollars 265.00 per Metric Ton for the optional 2,000 – 3,000 Metric Ton.

All other terms and conditions remain unchanged.

Kind Regards,

KOLMAR GROUP AG

A handwritten signature in the bottom right corner of the page.

EXHIBIT 2



October 22nd, 2007

REGISTERED
TRAKPO ENTERPRISES
PV LTD
TAPURIAH HOUSE
42/1 STRAND ROAD
CALCUTTA 700 007
INDIA

RE: Demurrage Claim - USD 381'101.40, 'FAIRCHEM MUSTANG' C/P 31.08.07
at KANHA 26.09.07, Our Ref.: K01691, B/L Date: 18.10.07

Dear Sirs,

Herewith enclosed please find following documents concerning
the claim in reference:

- Notice of Readiness
- Tare Sheet
- 9 Letters of Protest
- Summary Sheet, Daytime Calculation and Invoice

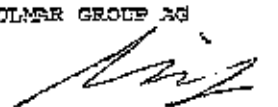
Please acknowledge receipt of the above claim and documents
by signing and returning attached copy of this letter.

Should you have any question, please contact this office and
quote the reference number.

Your prompt attention and cooperation will be appreciated.

Yours faithfully,

KOLMAR GROUP AG


Silvia Batistini

cc: BEYER PRIVATE LTD, CALCUTTA
Attn: Mrs. Tara John



ORIGINAL

October 23rd, 2007

TRAXPO ENTERPRISES
PV LTD
TAPURIAH HOUSE
42/1 STRAND ROAD
CALCUTTA 700 007
INDIA

INVOICE No: K01091.10

Vessel : FAIRCHEM MUSTANG	C/P Date: 31.08.07
Our Ref.: K01091	B/L Date: 18.10.07
	Ctrl. No.: 2812514
at KANDLA	on 26.09.07

Demurrage incurred as per attached
laytime Calculation and Summary Sheet

Claim amount : USD 391'101.40

DUE DATE: 01.11.07 .

Payment instructions:

To: Bankers Trust, New York / USA, A/C No. 04411122, for
further credit to: ING Belgium, Brussels, Geneva Branch /
Switzerland, Swift: BBRU3333, in favour of: Kolmar Group AG /
Zug / Switzerland, A/C CH51083870000002441783 / USD

SUMMARY FOR CUSTOMER: TRAXPO

Vessel : FAIRCHEM MUSTANG
 Our Ref.: K01091
 Cargo : METHANOL

Port	Total Cargo Quantity	Claimee's Quantity
KANDLA	17273.743	17273.743

Net Time Used in Port(s) : 21.93403 days (21d 22h 25m) (see Laytime Calculation)
 Time Used for the Customer: 21.93403 days (21d 22h 25m)
 Allowed Laytime : 2.37896 days (2d 21h 06m)
 Time on Demurrage : 19.55507 days (19d 01h 19m)

Demurrage Rate : 20000.00

DEMURRAGE AMOUNT : USD 381'101.40

E X P L A N A T I O N		Time in days	Equals
Port		Used Time	
KANDLA		21.934030	21d 22h 25m
Allowed Laytime		2.378960	2d 21h 06m
Time On Demurrage		-	19d 01h 19m

NB: On Demurrage from 29.09.07(04:06) at port KANDLA

Sub-Reference : 1

LAYTIME CALCULATION: TRAXPO

Cargo : METHANOL
 Vessel : FAIRCHEM MUSTANG
 Our Ref. : R01091

Load Port : KANDLA
 Arrival Date : 26.09.07
 Laydays (Window):
 Time Starts : 26.09.07 at 07:00 (N.O.R. Allowance (6h))
 Time Ends : 18.10.07 at 07:10 (Hoses Off)

Gross Time Used: 22.00694 days (22d 00h 10m)
 Deductions : 0.07292 days (01h 45m)
 Net Time Used : 21.93403 days (21d 22h 25m)

Period Starts at:		Stops at:		Counts		Does Not Count	Explanation
Date	Time	Date	Time	%	Lapse	Lapse	
26.09.07	07:00	03.10.07	07:35	100	7:00:35		Shifting
03.10.07	07:35	03.10.07	09:20			01:45	
03.10.07	09:20	18.10.07	07:10	100	14:21:50		

NB: On Demurrage from 26.09.07 (04:05) at port KANDLA

Sub-reference: 1

CARGO:	METHANOL	DATE:	26TH SEPTEMBER 2007
TARE NO:	28.19.28.28.38.48.58.68.78.88.98.108.118.128.138.148.158.168.178.188.198.208.218.228.238.248.258.268.278.288.298.308.318.328.338.348.358.368.378.388.398.408.418.428.438.448.458.468.478.488.498.508.518.528.538.548.558.568.578.588.598.608.618.628.638.648.658.668.678.688.698.708.718.728.738.748.758.768.778.788.798.808.818.828.838.848.858.868.878.888.898.908.918.928.938.948.958.968.978.988.998.1008.1018.1028.1038.1048.1058.1068.1078.1088.1098.1108.1118.1128.1138.1148.1158.1168.1178.1188.1198.1208.1218.1228.1238.1248.1258.1268.1278.1288.1298.1308.1318.1328.1338.1348.1358.1368.1378.1388.1398.1408.1418.1428.1438.1448.1458.1468.1478.1488.1498.1508.1518.1528.1538.1548.1558.1568.1578.1588.1598.1608.1618.1628.1638.1648.1658.1668.1678.1688.1698.1708.1718.1728.1738.1748.1758.1768.1778.1788.1798.1808.1818.1828.1838.1848.1858.1868.1878.1888.1898.1908.1918.1928.1938.1948.1958.1968.1978.1988.1998.2008.2018.2028.2038.2048.2058.2068.2078.2088.2098.2108.2118.2128.2138.2148.2158.2168.2178.2188.2198.2208.2218.2228.2238.2248.2258.2268.2278.2288.2298.2308.2318.2328.2338.2348.2358.2368.2378.2388.2398.2408.2418.2428.2438.2448.2458.2468.2478.2488.2498.2508.2518.2528.2538.2548.2558.2568.2578.2588.2598.2608.2618.2628.2638.2648.2658.2668.2678.2688.2698.2708.2718.2728.2738.2748.2758.2768.2778.2788.2798.2808.2818.2828.2838.2848.2858.2868.2878.2888.2898.2908.2918.2928.2938.2948.2958.2968.2978.2988.2998.3008.3018.3028.3038.3048.3058.3068.3078.3088.3098.3108.3118.3128.3138.3148.3158.3168.3178.3188.3198.3208.3218.3228.3238.3248.3258.3268.3278.3288.3298.3308.3318.3328.3338.3348.3358.3368.3378.3388.3398.3408.3418.3428.3438.3448.3458.3468.3478.3488.3498.3508.3518.3528.3538.3548.3558.3568.3578.3588.3598.3608.3618.3628.3638.3648.3658.3668.3678.3688.3698.3708.3718.3728.3738.3748.3758.3768.3778.3788.3798.3808.3818.3828.3838.3848.3858.3868.3878.3888.3898.3908.3918.3928.3938.3948.3958.3968.3978.3988.3998.4008.4018.4028.4038.4048.4058.4068.4078.4088.4098.4108.4118.4128.4138.4148.4158.4168.4178.4188.4198.4208.4218.4228.4238.4248.4258.4268.4278.4288.4298.4308.4318.4328.4338.4348.4358.4368.4378.4388.4398.4408.4418.4428.4438.4448.4458.4468.4478.4488.4498.4508.4518.4528.4538.4548.4558.4568.4578.4588.4598.4608.4618.4628.4638.4648.4658.4668.4678.4688.4698.4708.4718.4728.4738.4748.4758.4768.4778.4788.4798.4808.4818.4828.4838.4848.4858.4868.4878.4888.4898.4908.4918.4928.4938.4948.4958.4968.4978.4988.4998.5008.5018.5028.5038.5048.5058.5068.5078.5088.5098.5108.5118.5128.5138.5148.5158.5168.5178.5188.5198.5208.5218.5228.5238.5248.5258.5268.5278.5288.5298.5308.5318.5328.5338.5348.5358.5368.5378.5388.5398.5408.5418.5428.5438.5448.5458.5468.5478.5488.5498.5508.5518.5528.5538.5548.5558.5568.5578.5588.5598.5608.5618.5628.5638.5648.5658.5668.5678.5688.5698.5708.5718.5728.5738.5748.5758.5768.5778.5788.5798.5808.5818.5828.5838.5848.5858.5868.5878.5888.5898.5908.5918.5928.5938.5948.5958.5968.5978.5988.5998.6008.6018.6028.6038.6048.6058.6068.6078.6088.6098.6108.6118.6128.6138.6148.6158.6168.6178.6188.6198.6208.6218.6228.6238.6248.6258.6268.6278.6288.6298.6308.6318.6328.6338.6348.6358.6368.6378.6388.6398.6408.6418.6428.6438.6448.6458.6468.6478.6488.6498.6508.6518.6528.6538.6548.6558.6568.6578.6588.6598.6608.6618.6628.6638.6648.6658.6668.6678.6688.6698.6708.6718.6728.6738.6748.6758.6768.6778.6788.6798.6808.6818.6828.6838.6848.6858.6868.6878.6888.6898.6908.6918.6928.6938.6948.6958.6968.6978.6988.6998.7008.7018.7028.7038.7048.7058.7068.7078.7088.7098.7108.7118.7128.7138.7148.7158.7168.7178.7188.7198.7208.7218.7228.7238.7248.7258.7268.7278.7288.7298.7308.7318.7328.7338.7348.7358.7368.7378.7388.7398.7408.7418.7428.7438.7448.7458.7468.7478.7488.7498.7508.7518.7528.7538.7548.7558.7568.7578.7588.7598.7608.7618.7628.7638.7648.7658.7668.7678.7688.7698.7708.7718.7728.7738.7748.7758.7768.7778.7788.7798.7808.7818.7828.7838.7848.7858.7868.7878.7888.7898.7908.7918.7928.7938.7948.7958.7968.7978.7988.7998.8008.8018.8028.8038.8048.8058.8068.8078.8088.8098.8108.8118.8128.8138.8148.8158.8168.8178.8188.8198.8208.8218.8228.8238.8248.8258.8268.8		

~~UNDERMOUNT~~
FOR CHARTERERS REPRESENTATIVE
FOR AND ON BEHALF OF
PETRODESK S.V
ACTING ON BEHALF OF KOLMAR



FAIRFIELD

TIME SHEET

Vessel: MT PARCHEM MISTAK Voy No: 43 Port: Kandla, India Date: 18th October 2007
 PORT

of Loading: Kandla, India

of discharge: Houston/New Orleans U.S.A.

Commodity: B/L Quantity
MEETHANOL 17,273.742 M/T

Ships Quantity: 17,239.489 MT
 Stowage: 1R,1S,2R,2S,3P,3S,4R,4S,5P,5S,6P,6S,7P,7S,8P,8S,9P,9S,10P,10S

	<u>Hour</u>	<u>Date</u>
Commence of Voyage No. 43	0825 hrs	22nd September 2007
Pratique Granted		
Arrived at Anchorage	1200 hrs	22nd September 2007
Anchor Aweigh	0630 hrs	03rd October 2007
N.O.R. Tendered	0100 hrs	26th September 2007
N.O.R. Accepted		
Pilot on Board		
First Line Ashore		
All Line Fast		
Tanks Inspected	1240-1830 hrs	26th September 2007
Tanks Accepted/Passed	1830 hrs	26th September 2007
First Barge Alongside	N/A	
Hose Connected 1 X 6"	1705 hrs	03rd October 2007
Commenced Loading	0845 hrs	04th October 2007
Completed Loading	0635 hrs	18th October 2007
Hose Disconnected	0700-0740 hrs	18th October 2007
Unlading & Cargo calculation	0745-1005 hrs	18th October 2007
Document on board	1000-1230 hrs	18th October 2007
Last Barge Away	N/A	

Remarks:

1230hrs 26th September 2007: Five surveyors onboard.
 1230-1240hrs 26th: Held a meeting with the surveyors.
 1240-1830hrs 26th: Tank inspected and took wall wash test for 1P/S to 10 P/S.
 1830hrs Tanks passed.
 1845hrs 26th: Surveyor disembark.
 0100hrs 26th: September-0630hrs 03rd October: Vessel anchored awaited berthing instructions.
 0630-0845hrs 03rd: October: Shifted to berth.
 0835hrs 03rd: Gangway down.
 0940hrs 03rd: Surveyors onboard.
 0940-0950hrs 03rd: Held a safety meeting with the surveyors.
 0950-1035hrs 03rd: Carried out visual tanks inspection and confirmed tank condition dry/clean as found the same condition as before dated 1830hrs 26th Sept. by concerned surveyors.
 1035-1130hrs 03rd: Awaited loading master.
 0720-0730hrs 03rd: Awaited shore readiness to connect cargo hose for commencement of loading.
 (Refer to Letter of Protest)

FAIRFIELD CHEMICAL CARRIERS BVBA

Eiermarkt 13-15-17
2000 Antwerp
Tel 03/224.80.20 Fax 03/224.80.23
e-mail fcbe@fairchem.be
HRA 328672 BTW BE463927548

KOLMAR GROUP AG
Att. C. Nussbaumer
Leubenhof, Metallstrasse 9

CH-6300 ZUG
SWITZERLAND

FREIGHT INVOICE

BROKERS:		DATE: 19 TH October 2007
VESSEL:	FAIRCHEM MUSTANG	INVOICE NO. 2007-102/112124
		(please mention as reference)
VOYAGE:	41	
CHARTERER:	Kolmar Petrochemical A.C.	
LOADED:	Xendja	
DISCHARGE:	Houston and/or New Orleans	
C/P:	31 st August 2007	
ON BOARD:	18 th October 2007	

<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount due</u>
17,500	MTS	METHANOL	\$ 73.00	\$ 1,277,500.00
TOTAL AMOUNT DUE				\$ 1,277,500.00

PLEASE REMIT TO:
KBC BANK
EIERMARKT 20
2000 ANTWERPEN, BELGIUM
SWIFT: KRED BE 68
FAYOR: FAIRFIELD CHEMICAL CARRIERS BVBA
USD A/C: 733-0118019-97
RE: M/T Fairchem Mustang - invoice 2007-102 - voy 41

LETTER OF PROTEST - SLOW LOAD RATE

Notes of ProtestDate: 13th October 2007

Port: Kandla, India

Voyage no: 43

To: Shippers/Terminal/Charterer
And/or to whom it may concern:

Dear Sirs,

Subject: Slow Loading

Cargo: METHANOL, 17,500 MT

This is to put on record the following restrictions to my vessel's Loading operation:

1. Number and size of Vessel's manifolds offered for loading:
10 INCH X 1 COMMON LINE and 6 INCH X 20 LINE
Number and size of Terminal connections provided for loading:
6 INCH X 2 LINE
2. Loadable Max. Rate by vessel: 1090 MT/H
Shore's average Loading Rate provided: 152 MT/H

On behalf of my Owners, and / or other interested parties, I hereby note of protest for these restrictions to my vessel's loading operation and hold you liable for any consequential losses, damages, claims that may be sustained on this account.

I further reserve the right to extend this protest at places and / or times convenient.
Please acknowledge receipt of this protest.

Yours sincerely,


Master of
MT Fairchem Mustang

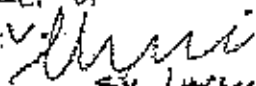
Kindly acknowledge receipt of this letter by signing

Received by: _____

Charterers/Shippers/Terminal or
Their authorized Representative

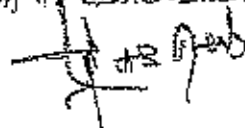
FOR RECEIPT ONLY WITHOUT
LIABILITIES & PREJUDICES.

FOR & ON BEHALF OF
PETRO DESIN S.V.


S.V. Petro Desin

Ship's Agent

For Receipt only and endorsed
transmission to concerned


13 Oct 07

Page 1

TO: Shipper/Terminal/Charterer and/or
To whom it may concern

DATE: 12th October 2007
PORT: Kandla, India
BERTH: Oil Jetty No. 3
VOY : 43

LETTER OF PROTEST

RE: SHORE DELAYS

Dear Sirs,

I, Master of MT FAIRCHEM MUSTANG on behalf of owners and other interested parties hold you Shippers/Terminal/Charterers, responsible for any/all delay expenses incurred as a result of delay during cargo work for loading, MSTEANOL, nominated quantity 17500MT.

Statement of Facts:

1705hrs 03 rd Oct. 2007	Hose connected
0316hrs 04 th :	Took shoreline sample for analysis
0319hrs-0330hrs 04 th :	Carried-out shore line sampling and analysis
0330hrs 04 th :	Shore line sample analysis passed
0400hrs 04 th :	Pre-pumped I drum for No. 1P line
0400hrs-0415hrs:	Pre-pumped I drum for No. 1P line/Took sample for analysis
0415hrs 04 th Del.:	Passed 1P line sample analysis
0435hrs 04 th :	Fill up shore line with cargo
0850hrs-0900hrs 04 th :	Took shoreline sample and passed sample analysis
0900hrs-0915hrs 04 th :	Shifted shore hose between shore line & took manifold sample
0915hrs 04 th :	Commenced one foot into No. 1P tank/Pre-pumped No. 1P line to drum and took samples for analysis
0930hrs 04 th :	Finished one foot sampling No. 1P tank/Passed sample analysis for 1P line/Stop shore pump
0930hrs-0945hrs 04 th :	Took one foot sample for No. 1P tank
0945hrs-1130hrs 04 th :	Awaited shore result of sample analysis by shore laboratory
1100hrs 04 th :	Passed one foot analysis 1P tank
1540hrs 04 th :	Started one foot sample for all tanks
2245hrs 07 th :	Stopped loading due to shore reason and by shore request.
0205hrs 08 th :	Resume loading by shore request.
0440hrs 08 th :	Stopped cargo for shifting to OTE anchorage under port control orders due to poor performance of loading operation
0450hrs 08 th :	Disconnected cargo hose

continue to next page

Page 2

0450hrs-0600hrs 08th: Took Unlading/sampling/cargo calculation
 Rate..... 108 mt/hr
 Total Loaded cargo..... 9865.413 mt
 Balance cargo..... 7636.587 mt

0625hrs 08th Oct 2007: Surgeons and Loading Master left her
 0630hrs 08th: Pilot on board.
 0705hrs 08th: All lines let go
 0715hrs 08th: Dropped anchor at lower anchorage awaiting suitable tide
 0720hrs 08th: Pilot left her
 0845hrs 08th: Pilot on board
 0850hrs 08th: Anchor weigh
 0950hrs 08th: Pilot left her
 1100hrs 08th: Dropped anchor at QTB anchorage and awaited berthing/stevedore
 cargo loading instructions
 0910hrs 16th: Anchor weigh
 0930hrs 16th: Pilot on board
 0940hrs 16th: First Line ashore
 0945hrs 16th: All lines made her fast
 0945hrs 16th: Pilot left her
 0950hrs 16th: Cargo secured
 0955hrs 16th: Surgeons Onboard
 0955hrs-0600hrs 16th: Unlading/Cargo Calculation
 0610hrs 16th: Hose disconnected
 0620hrs 16th: Steamed loading operation
 1305hrs 16th: Connected 2nd line
 1410hrs - 1715hrs 16th: Took manifold sample / analysis and left due to brownish color of sample
 for the 2nd line
 1600hrs 16th: Stopped loading cargo due to shore reason
 1710hrs - 1715hrs 16th: Took manifold sample under guidance of shore's representatives
 1715hrs 16th: Started loading 2nd line and sampling with interval of 5 mins / 15mins / hr
 and tested and signed by all the surveyors as per Manifold Chemical Cargo
 instruction
 1800hrs 16th: Resume loading 1st line
 0815hrs 17th: Completed loading 2nd line
 0825hrs 17th: Hose disconnect 2nd line

continue to next page

Page 2

043 Dec 15 th Dec	Savejar onboard
045 Dec 16 th Dec	Unloading/Cargo Calculation
051 Dec 16 th Dec	Kese connected
051 Dec 16 th Dec	Resumed Loading operation

In connection with the above, I Master hereby Note of Protest for this delay and hold you liable for any consequential losses, damages, claims that may result on this account. I further reserve the right to extend this protest at places and/or time convenient.

Please acknowledge receipt of this protest.

[Signature]
 Shipped/Customer/Forwarder
 And/or to whom it may concern
 12/15/07
 Respecting Vietnam

*For Receipt only and cannot
 transmission to Customer/Forwarder*
 Agent: *[Signature]*

[Signature]
 Master of Shipping Vessel

TO: Shipper/Technical/Charterers
And/or To Whom it may concern:

DATE: 18th October 2007
PORT: Kandla, India
BERTH: Outer Thane Bury Anchorage
VOY. : 43

LETTER OF PROTEST

RE: DELAY OF CARGO LOADING OPERATION

Dear Sirs,

I, Master **CHIT FAIRCHILD MUSTANG** on behalf of my owners and other interested parties hold you shipper/Technical/Charterers responsible for any/all delay expenses incurred as a result of delay during cargo work for loading **METHANOL**.

Nominated Quantity: 17500 MT (mt).

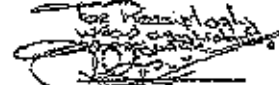
And as a result of your poor performance during cargo operation, vessel was obliged to shift to Outer Thane Bury Anchorage and await resumption of cargo loading operation until the present.


Statement of Facts:

0420hrs 08 th Oct. 2007	Shipped cargo for shifting to QTB anchorage under port control on time due to poor performance of loading operation
0600hrs 08 th Oct.:	Disconnected cargo hose
0630hrs-0600hrs 08 th :	Track drifting/sampling/cargo re-estimation Rate..... 1000mt/hr Total Loaded cargo = 2306.541 Tons/Unloaded cargo = 7634.585mt
0650hrs 08 th Oct.:	Pilot on board
0700hrs 08 th Oct.:	All lines let go
0715hrs 08 th Oct.:	Dropped anchor at inner anchorage notified at 0715hrs 08 th
0720hrs 08 th Oct.:	Pilot left her
0815hrs 08 th Oct.:	Pilot on board
0830hrs 08 th Oct.:	Anchor weigh
0900hrs 08 th Oct.:	Pilot left her
1110hrs 08 th Oct.:	Dropped anchor at QTB anchorage and awaited berthing/balancing cargo loading/resumption

In connection with the above, I Master hereby Note of Protest for this delays and hold you liable for any consequential losses, damages, claims that may sustain on this account. I further reserve the right to extend this protest at any time and/or time convenient.

Please acknowledge receipt of this protest.

*For Master only and enclosed
forwarded to Charterers/Receivers*

Shipper/Charterers/Technical
And/or to whom it may concern
For and on behalf of
Robson

*For Receipt only and enclosed
forwarded to Charterers/Receivers*

Agent


Master of Fairchild Mustang

Page 1

TO: Shipper/Terminal/Charterers
 And/or To Whom it may concern:

DATE: 16th October 2007
 PORT: Kandla, India
 BERTH: Oil Jetty No. 2
 VGT : 43

LETTER OF PROTEST

RE: DELAY OF CARGO LOADING OPERATION

Dear Sirs,

I, Master of MT FAIRCHEM MUSTANG on behalf of my owners and other interested parties hold you shipper/Terminal/Charterers responsible for any/all delay expenses incurred as a result of delay during cargo work for loading METHANOL.

Nominated Quantity: 17500 MT (mt).

And as a result of your poor performance during cargo operation, vessel was obliged to shift to Outer Tura Bay Anchorage and await resumption of cargo loading operation until the present.

Statement of Facts:

0440hrs 08 th Oct. 2007	Stopped cargo for shifting to QTB anchorage under port control Orders due to poor performance of loading operation.
0450hrs 08 th Oct.	Commenced cargo work
0450hrs 08 th Oct.	Took 11kg/mt sampling cargo calculation Rate..... 20% mt/hr Total Loaded cargo... 9825.413mt/ Balance cargo... 7634.587mt
0650hrs 08 th Oct.	Pilot on board
0705hrs 08 th Oct.	All lines let go
0715hrs 08 th Oct.	Dropped anchor at inner anchorage avoided outside tide
0720hrs 08 th Oct.	Pilot left her
0805hrs 08 th Oct.	Pilot on board
0830hrs 08 th Oct.	Anchor weigh
0850hrs 08 th Oct.	Pilot left her
1110hrs 08 th Oct.	Dropped anchor at QTB anchorage and awaited berthing/balance cargo loading instruction
0103hrs 15 th Oct.	Anchor Aweigh
0235hrs 15 th Oct.	Pilot on Board
0340hrs 15 th Oct.	First Line ashore
0410hrs 15 th Oct.	All Lines made her fast
0410hrs 15 th Oct.	Pilot left her
0430hrs 15 th Oct.	Discharge Began

Continue to next page

Page 3

Reason of Shore Delays as follows:

0926hrs-1730hrs 03 rd Oct. 2007:	Previously issued Letter of Protest (Refer to attached file)
1705hrs 03 rd -2310hrs 04 th :	Awaited shoreline readiness due to failure of shore line sample analysis
0330hrs-2400hrs 04 th :	Awaited shore readiness due to shore reason.
0435hrs-0845hrs 04 th :	Awaited shore readiness due to shore reason.
1150hrs-1540hrs 04 th :	Awaited shore readiness due to shore reason.
2245hrs 07 th - 0235hrs 08 th :	Awaited shore readiness due to shore reason.
0420hrs 08 th - 0600hrs 10 th :	Stopped loading cargo for shifting to OTB anchorage under port Port control orders due to poor performance of loading operation And awaits berthing/Balmain cargo loading instructions.
0410hrs-1735hrs 16 th :	Awaited shore readiness to connect 2 nd line
1600hrs-1800hrs 16 th :	Stopped loading cargo 1 st line due to shore reason.

In connection with the above, I Master, hereby Note of Protest for this delays and hold you liable for any consequential losses, damages, claims that may sustained on this account. I further reserve the right to amend this protest at places and/or time convenient.

Please signatory under space for the acknowledgement of receipt.

FOR RECEIPT ONLY
WITHOUT LIABILITIES &
PREVIOUSLY SUBJECT TO
TERMS, SHIPPER/TERRITORIAL/CHARTER
OF CONDITIONS ON
BOARD TO WHOM IT MAY CONCERN
RELEVANT C/P.

FOR & ON BEHALF OF
DETROIT DESIRE B.V.

[Signature]
SV. VIKI

Agent

[Signature]
Master of Fairchild Shipping

For Receipt only and original
transmission to Consignee.

[Signature]
J. J. J. J.

Page 1

To: Shipper/Terminal/Charterer
 And/or To Whom it may concern

DATE: 15th October 2007
 PARTY: Kradia, India
 BERTH: Oil Jetty No. 2
 VOV: : 43

LETTER OF PROTEST

RE: DELAY OF CARGO LOADING OPERATION

Dear Sirs,

I Master of MT PAIRCHEM MUSTANG on behalf of my owners and other interested Parties hold you shipper/Terminal/Charterer responsible for any/all delay expenses incurred as a result of delay during cargo work for loading METHANOL.

Statement of Facts:

0100hrs 30th September 2007:

Notice of Readiness Tendered.

0900hrs 05th October 2007:

All lines made hot fast

Vessel received Notice of Readiness and anchored in the Outer Tunn and awaited berthing instruction. Refer to attached Letter of Protest Re: Berthing Delay

0920hrs 05th October 2007:

All lines made hot fast

12730hrs 05th October 2007:

Vessel awaited shore readiness to connect cargo hose for commencement of loading. Refer to Attached Letter of Protest Re: Note of Protest for Delay, Dated 05th October 2007.

1755hrs 05th October 2007:

Flow commenced

0440hrs 06th October 2007:

Stopped Loading Cargo for shifting to OTB anchorage under port control orders due to poor performance of Shipper/Terminal/Charterer during cargo operations.

Carried out cargo loading work, shoreline sampling and analysis pre-pump & during and 3 lines tested but result failed (3rd Line - 2nd, 3rd Line, 5th - 3 m/s). Disconnect hose and assisted pre-pump & analysis. Reconnect hose and re-sampling and analysis of shoreline and passed. Stopped Loading Operation due to shore reason.

As per ship/shore agreement shore will provide 2 hoses and rate to be 1 line 150m³/hr and the other line 200 m³/hr but shore provide only 1 hose with an average rate of 136 m³/hr while ship offered 1x 19 inch common line and 20 x 8 inch line with average rate of 1600 m³/hr refer to attached Letter of Protest Re: Note of Protest for restriction of loading said due to slow loading rate and not providing additional Hose Dated 06th October 2007 and Re: Slow Loading Dated 06th October 2007.

Vessel total loaded cargo: 2661.425 mt Balance cargo to be loaded: 7634.587 mt Rate: 168 m³/hr
 Refer to attached Letter of Protest Re: Slow Loading and Delay of cargo loading operation. Dated 16th October 2007.

Continue to next page

Page 2

1440hrs 05th October 2007

Stopped Loading Cargo for shipping to OTB anchorage
under port control orders due to poor performance of
Shipper/Terminal/Charterer during cargo operation.

1620hrs 16th October 2007

Resumed Loading operation

Due to Shipper/Terminal/Charterer poor performance during cargo operation, Vessel was obliged
to shift to OTB anchorage and resume resumption of cargo loading operation. Refer to attached file
Re: Delay of cargo Loading operation Dated 16th October 2007.

1620hrs 16th October 2007

Resumed Loading operation

0600hrs 16th October 2007

Completed Loading operation

Total Loaded cargo: 4/F 17,230,489 M/T 13/L 17,273,745 M/T

Rate: 15.5 M/T/hr

Shore conducted the 2nd line and took sample from the manifold, analyze but failed due to brownish
color of the sample. As per instructions from Charterers and Fairfield Chemical Company, loading will
commence through the second provided samples should be taken before opening the manifold and at
interval of 5mtr, 10mtr and thereafter until the 10mtr. Refer to attached Letter of Protest
No. Disconnection of samples drawn from Manifold 2nd Line Dated 17th October 2007.

Vessel offered 1 x 10 inch cushion line and 20 x 6 inch line with the maximum loadable rate of
1000 mtr/hr. Shore only supplied mtr/hr. Refer to attached Letter of Protest Re: Slow Loading
Dated 16th October 2007.

In connection with the above, I Master hereby Note of Protest for this delay and
hold you liable for any consequential losses, damages, claims that may sustain on this
account. I further reserve the right to extend this protest at places and/or time convenient.

Please acknowledge receipt of this protest.

FOR RECEIPT ONLY
WITHOUT LIABILITY OF
PETRO DESL S.A.
TO TERMS OF CONTRACT
OF DEMAND 2/10
And/or to whom it may concern:

FOR & ON BEHALF OF
PETRO DESL S.A.

[Signature]
S. V. JASHI

Agent

Master of Fairfield Shipping

For Receipt only and original
transmission to concerned.

[Signature]
J. S. JASHI

EXHIBIT 3

=====
 Message Printed on 11/10/2007 17:05:46 by CWT RefNum: CWT5378976
 mt Fairchem Mustang - Port d/a at Kandla
 From/To: ("Hayden Pierre D'Costa" <hpdc@jmbaxi.com>) at 17/10/2007 07:17:21
 =====

ReplyTo: <hpdc@jmbaxi.com>
 From: "Hayden Pierre D'Costa" <hpdc@jmbaxi.com>
 To: <operations@kolmargroup.com>
 cc: <meteorpl@ntnl.net.in>,
 <meteor@del2.vsnl.net.in>,
 <shivshankar53@gmail.com>,
 <ops@fairfieldchemical.com>,
 <tfairfieldchemical.com>,
 "BAXICO KANOLA 1" <oprn_kdl@jmbaxi.com>,
 "santosh" <sm@jmbaxi.com>,
 "Dej" <dsj@jmbaxi.com>,
 "CAVT. GVS" <gvs@jmbaxi.com>,
 "CAPT PATEL" <mkp@jmbaxi.com>
 Subject: mt Fairchem Mustang - Port d/a at Kandla
 Date: Wed, 17 Oct 2007 13:58:27 +0530

K/Attn : Dominique Meyer

We have been instructed by our Principals to contact your local agents Meteor for payment of shifting charges of mt Fairchem Mustang. However your local agents have verbally refused to make any payment. We therefore request you to kindly arrange payment for shifting expenses as under, prior vessel sailing.

USD 4488.39	Pilotage for shifting/reberthing @ USD 0.388/grt (11563)
USD 106.11	Stream dues @ USD 11.79/day (9) from 08/10 to 16/10
USD 567.83	12.36% Govt. service tax on above

USD 5162.33 Total ←

Please remit funds to our to our bankers as under:-

The Hong Kong & Shanghai Banking Corpn.,
 51/53, K.G. Road, Fort, Mumbai - 400 001.
 A/C. No. : 002 406713 001 of J.M. Baxi & Co.
 Swift Code : HSBC IN33
 We await your confirmation.
 Bryds
 Hayden D'Costa
 For J.M. Baxi & Co.
 As Agents

-----Original Message-----

From: Hayden Pierre D'Costa [mailto:hpdc@jmbaxi.com]
 Sent: 16 October 2007 11:25
 To: meteorpl@ntnl.net.in
 Cc: meteor@del2.vsnl.net.in; shivshankar53@gmail.com;
 operations@kolmargroup.com; ops@fairfieldchemical.com;
 tfairfieldchemical.com; BAXICO KANOLA 1; santosh; Dej; CAVT. GVS; CAPT
 PATEL
 Subject: mt Fairchem Mustang - Port d/a at Kandla
 Importance: High

K/Attn : Mr. Josef / Mr. Shiv Shankar,

Dear Sirs,

Please find below message from our Principals & correspondence between Owners & charterers regarding port charges for charterers account.

following expenses to be borne by Charterers or their Agents

USD 4488.39	Pilotage for shifting/reberthing @ USD 0.388/grt (11563)
USD 106.11	Stream dues @ USD 11.79/day (9) from 08/10 to 16/10
USD 567.83	12.36% Govt. service tax on above

USD 5162.33 Total

Kindly arrange payment of USD 5162.33 (Rs. 2,06,493/-) within tomorrow (17/10), enable make port payments & obtain port clearance.

Bryds
 Hayden D'Costa
 For J.M. Baxi & Co.
 As Agents

Message Continues...

EXHIBIT 4



P A I R F (E 3)

1732-1843hrs 03rd: Awaited for shore readiness to commence shore line displacement.
 1843-2000hrs 03rd: Shore line displacement.
 2000-2020hrs 03rd: Carried out shore line sampling and analysis pre-pump 2 drums and 3 times tested. The testing result failed (PTT: 1st-1 min, 2nd-3 min, & 3rd-5 min.)
 2035hrs 03rd: The testing result failed.
 2035hrs 03rd to 2051hrs 04th: Disconnected hose & awaited pre-pump availability.
 0220hrs 4th: Hose reconnected to common line 1x5"
 0220-0300hrs 4th: Awaited readiness to shore for line sampling.
 0310-0330 4th: Carried out shore line sampling analysis & passed.
 0330-0400hrs 04th: Awaited shore readiness due to shore pump tip.
 0400-0405hrs 04th: Pre-pump 1 drum for no. 1P line.
 0415hrs 04th: 1P-passed line sampling analysis.
 0415hrs-0445hrs 04th: Awaited shore readiness due to shore reason.
 0445hrs 04th: Fill up sack the via cargo.
 0450-0500hrs 04th: Took shore line sampling analysis and passed.
 0500-0510hrs 04th: Shifted shore hose between shore line and took manifold sample.
 0515hrs 04th: Commence loading / Commence one foot into 1P tank / Fixed No. 1S line to drum for line sampling analysis.
 0530hrs 04th: Stop loading / Finished one foot sample for 1P tank / Passed 1S line sample analysis.
 0530-0545hrs 04th: Took one foot sample 1P cargo tank by surveyor.
 0545-1100hrs 04th: Awaited result of sample analysis by shore laboratory.
 1100hrs 04th: 1P Cargo tank Passed by one foot sampling analysis.
 1100-1540hrs 04th: Awaited shore readiness due to shore reason.
 1540hrs 04th: Started one foot loading for all tanks.
 1540-1550hrs 04th: Pre-pump to drum 2 P/S for line sampling and analysis.
 1550hrs 04th: Passed line sample analysis for No. 2 P/S tank.
 1603hrs 04th: Completed line sampling for all tanks.
 1613hrs 04th: Completed all Cargo line sampling analysis and passed.
 1630hrs 04th: Completed all cargo tanks 1 foot sampling analysis and passed.
 1630hrs 04th: Continuously loading for main loading operation.
 2245hrs 07th: Cargo loading Temporary stop by shore request.
 2245hrs 07th - 0205hrs 08th: Awaited shore readiness to resume loading.
 0205hrs 08th: Resumed loading by shore request.
 0220hrs 08th: Shore tried to connect 2nd hose but the hose condition was not suitable for loading due to dirty oily residue in cargo hose.
 0440hrs 08th: Stopped loading cargo for shifting to CFB anchorage under port control orders due to poor performance of loading operation by shipper/terminal/charterers.
 0450hrs 08th: Disconnected cargo hose.
 0450-0500hrs 08th: Took Offloading/sampling/cargo calculations.
 Total loaded cargo..... 9835.413 mt
 Balance cargo..... 7634.697 mt
 Rtd..... 103 mt
 0625hrs 08th: Surveyors and Loadingmaster disembark.
 0630hrs 08th: Pilot on board
 0705hrs 08th: All lines let go



F A I R F I E L D

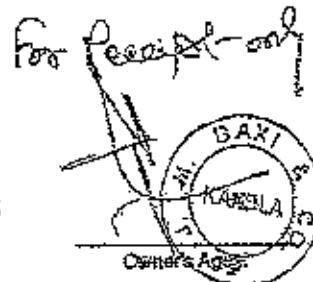
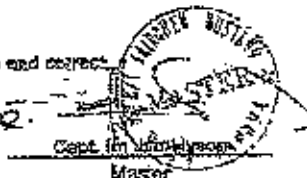
0715hrs 08th: Dropped anchor at inner anchorage awaited suitable tide.
 0720hrs 08th: Pilot left boat.
 0825hrs 08th: Pilot on board.
 0830hrs 08th: Anchor aweigh.
 0850hrs 08th: Pilot left boat.
 1110hrs 08th: Dropped anchor at Outer Tuna Buoy anchorage and awaited berthing/balances
 cargo loading instructions.
 2105hrs 16th: Anchor Aweigh.
 2235hrs 16th: Pilot on board.
 2340hrs 16th: First line sent to shore.
 2410hrs 16th: All lines made her fast.
 0420hrs 16th: Gangway down.
 0435hrs 16th: Agent/Surveyor on board.
 0445-0600hrs 16th: Re-gauging/calibration.
 0600-0610hrs 16th: Hose connected (1st Line)
 0610-0620hrs 16th: Took manifold sampling/analysis/passed.
 0625hrs 16th: Resumed loading (1st line)
 1405hrs 16th: Hose connected (2nd Line)
 1410-1715hrs 16th: Took manifold sampling/analysis and fail due to brownish color of sample for the 2nd Use
 1600hrs 16th: Stopped loading due to shore reason (1st Line)
 1713-1718hrs 16th: Took manifold sample under guidance of charterers representative.
 1715hrs 16th: Started Loading 2nd line and sampling with interval of 5min., 10min. and 1hr. and sealed
 and signed by all surveyors as per Fairfield Chemical Carrier Instructions.
 1800-1800hrs 16th: Stopped loading due to shore reason.
 1800hrs 16th: Resumed loading 1st line.
 0835hrs 17th: Shore pump stopped.
 0850-0915hrs 17th: Piggling of shore lines.
 0915hrs 17th: Completed loading 2nd hose.
 0925hrs 17th: Hose disconnected 2nd line.
 1215-1545hrs 17th: Shore tank stripping.
 0900hrs 18th: Shore pumping completed.
 0930hrs 18th: Start line piggling.
 0915hrs 18th: Took samples from manifold during piggling stage and found out discoloration of cargo.
 0935hrs 18th: Line piggling completed.
 0935hrs 18th: Loading completed by shore stop.

We hereby certify that the above is true and correct.

FOR RECEIPT ONLY
 SUBJECT TO RECEIPT
 DO NOT SIGN
 Shore Representative

FOR USE ON BEHALF OF
 PETRO BRAS B.V.

[Signature]
 201 10341



LETTER OF PROTEST-DELAYS	
---------------------------------	--

Note of protest

Date: 3rd October 2007
 Port : Kandla, India
 Voyage nr: 21

For: Off Jetty No. 3 and/or
 To whom it may concern

Subject: Note of Protest for Delays

This is to put on the record the following delays to my vessel for commencement of Loading operation of nominated cargo Mithaneol.

My vessel has berthed at Off Jetty No. 3 at 0920 hrs on 5th October 2007 and till writing this protest letter at 1730 hrs / 05.10.2007, you and your shore terminals are failed to commence loading. The reasons for the same are best known to them.

Date	From	To	Reason for Delay
3 rd October 2007	0920 hrs	1730 hrs	Awaited shore readiness to connect cargo hose for commencement of Loading

On behalf of my Owners, and / or other interested parties, I hereby note protest for above delays and hold you liable for any consequential losses, damages, claims that may be sustained on this account.


I further reserve the right to extend this protest at places and / or times convenient.

Please acknowledge receipt of this protest.

Yours sincerely,

Master
 M. Fairman Mustang




 FOR RECEIPT ONLY
 WITHOUT PRESENCE AND
 ACCEPTING ANY LIABILITY

Received by:

TO : Shipper/Technical Charterers and
To whom it may concern.

Date: 18th October 2007
Port : Kandla, India
Berth : Off Jetty No. 2
Voy. No.: 43

LETTER OF PROTEST

RE : LETTER OF PROTEST FOR BERTHING DELAY.

Dear Sir,

This letter of protest will serve to advise that I, master of M/T FAIRCHEM MUSTANG tendering Protest regarding delay berthing which occurred this vessel on 03rd October 2007 at Kandla, India.
For your preview and review of this matter, the following is statements of the circumstances as I best understand them at this moment.

*Commence Voy. 43	: 0625hrs 22 nd Sept. 2007
*Vessel anchored	
*Arrived berthing instruction	: 0100hrs 26 th Sept. - 0630hrs 03 rd Oct. 2007
*NOR tendered	: 0100hrs 26 th Sept. 2007
*Anchor aweigh	: 0630hrs 03 rd Oct. 2007
*Pilot onboard	: 0735hrs 03 rd Oct. 2007
*Shifted to berth	: 0630hrs 03 rd Oct. - 0845hrs 03 rd Oct. 2007
*All line made her fast.	: 0920hrs 03 rd Oct. 2007

In view of the above, please be advised that on behalf of my owners and/or any party concerned, I hold you responsible for any delays, all costs and any other claims incurred thereby because this matter is not caused by my vessel, totally we are free from any claims which may arise therefrom.

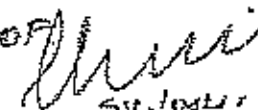
Yours faithfully,


MASTER OF
M/T FAIRCHEM MUSTANG

Kindly acknowledge receipt of this letter by signing

For Receipt and acknowledgment
transmission to concerned.

FOR RECEIPT ONLY
WITHOUT LIABILITY
PRESIDENT, SHIPPERS, FORWARDER
SUBJECT TO TERMS
OF CONDITIONS OF
RELEVANT C/P

FOR & ON BEHALF OF
PETRO DESK S.V. 

Ship's Agent



	LETTER OF PROTEST - SLOW LOAD RATE	
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Note of Protest

Date: 06th October 2007
 Port: Kandla, India
 Voyage no: 45

To: Oil Jetty No. 3 and/or
 To whom it may concern

Dear Sirs,

Subject: Note of Protest for restriction to Loading Rate/Due to slow loading rate and
 Not providing additional Hoses

Cargo: METHEANOL, 17,500 MT

This is to put on record the following restrictions to my vessels Loading operation:

1. Number and size of Vessel's manifolds offered for loading:
 10 INCH X 1 COMMON LINE and 6 INCH X 20 LINE
 Number and size of Terminal connections provided for loading:
 6 INCH X 1 LINE
2. Loadable Max. Rate by vessel: 1000 MT / D
 Shore's average Loading Rate provided: 136 MT / H
3. As per ship/shore agreement shore will provide 2 hoses and rate to be 1 line
 150 mt/h and the other line 200 mt/h. However, we can accept 1900 mt/h but
 terminal rate was only 136 mt/h as of 2100hrs 06th October 2007. So we
 strongly request providing additional hoses as per ship/shore agreement.
 I Master, hereby issue Note of Protest.


On behalf of my Owners, and / or other interested parties, I hereby note of protest for
 these restrictions to my vessels loading operation and hold you liable for any
 consequential losses, damages, claims that may be sustained on this account.

I further reserve the right to extend this protest at places and / or times convenient.
 Please acknowledge receipt of this protest.

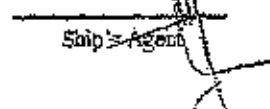
Yours sincerely,


 Master of
 M/V Fairchem Mustang

Kindly acknowledge receipt of this letter by signing

Received by: 
 Chartered Shippers Terminal or
 Their authorized Representative
 Present at Jetty No. 3, Kandla
 Oil Jetty and the above to be attached
 against Charter Party.

*Only for Receipt and contracts
 transmission to concerned Parties.*


 Ship's Agent

LETTER OF PROTEST - SLOW LOAD RATE	
------------------------------------	--

Note of Protest

Date: 08th October 2007
 Port: Kandla, India
 Voyage no: 43

To: Shipper/Charterers/Terminal
 And/or to whom it may concern

Dear Sirs,

Subject: SLOW LOADING

Cargo: METHANOL, 17,500 MT

This is to put on record the following restrictions to my vessel's Loading operation:

1. Number and size of Vessel's manifolds offered for loading:
 10 INCH X 1 COBOLSON LINE and 6 INCH X 20 LINS
 Number and size of Terminal connections provided for loading:
 Only 6 INCH X 1 LINE
2. Loadable Max. Rate by vessel: 1000 MT / Hr
 Shore's average Loading Rate provided: 113 MT / Hr (from start of main Loading)
3. As per ship/shore agreement shore will provide 2 cargo hose but they provide only 1 cargo hose.
4. Due to poor loading performance by shipper, Port has order shifting to outer Anchorage. Last 24 hrs vessel has loaded only 2,400 mt which is very low and unusual loading rate.

On behalf of my Owners, and / or other interested parties, I hereby note of protest for these restrictions to my vessel's loading operation and hold you liable for any consequential losses, damages, claims that may be sustained on this account.

I further reserve the right to extend this protest at places and / or times convenient.
 Please acknowledge receipt of this protest.

Yours sincerely,

Kindly acknowledge receipt of this letter by signing

Received by: Charles Shippers Terminal
 Their authorized Representative
 I have acknowledged this
 copy of this letter and
 all the attached documents
 against Charles Shippers

Master
 MT Franchet
 For Receipt only and avoid
 transmission to concerned parties
 Ship's Agent

NAPLAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KOLMAR GROUP AG,

Plaintiff,

- against -

TRAXPO ENTERPRISES PRIVATE
LIMITED a/k/a TRAXPO ENTERPRISES
PVT LTD.,

Defendant.

07CV10343

ECF CASE

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 11/15/07

**ORDER APPOINTING SPECIAL PROCESS
SERVER PURSUANT TO F.R.C.P. RULE 4(c)**

An application having been made by counsel for Plaintiff for an Order Appointing a
Special Process Server pursuant to Rule 4(c) of the Federal Rules of Civil Procedure,

NOW, on reading and filing the Affidavit of Kevin J. Lennon, sworn to on November 14,
2007, and good cause shown having been shown, it is hereby

ORDERED that Kevin J. Lennon, Nancy R. Peterson, Patrick F. Lennon, Charles E.
Murphy, or any other partner, associate, paralegal or agent of Lennon, Murphy & Lennon, LLC,
including Gotham Process Service, be and is hereby appointed, in addition to the United States
Marshal, to serve the Ex Parte Order, Process of Maritime Attachment and Garnishment and the
Verified Complaint, together with any interrogatories, upon the garnishee(s), together with any
other garnishee(s) who (based upon information developed subsequent hereto by the Plaintiff)
may hold assets of, for or on account of, Defendant.

Dated: New York, NY
November 15, 2007.

A CERTIFIED COPY
J. MICHAEL McMAHON,

CLERK

U.S.D.J.

BY

DEPUTY CLERK

Kevin J. Lennon

[Signature]

KAPLAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUDGE KAPLAN

KOLMAR GROUP AG,

Plaintiff,

- against -

TRAXPO ENTERPRISES PRIVATE
LIMITED a/k/a TRAXPO ENTERPRISES
PVT LTD.,

Defendant.

07-CV-10343

ECF CASE

EX PARTE ORDER
FOR PROCESS
OF MARITIME
ATTACHMENT

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 11/15/07

WHEREAS, on November 14, 2007, Plaintiff, KOLMAR GROUP AG, filed a Verified Complaint herein for damages amounting to \$790,081.133 inclusive of interest, costs and reasonable attorney's fee, and praying for the issuance of Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Admiralty Rules for Certain Admiralty and Maritime Claims of the Federal Rules and Civil Procedure; and

WHEREAS, the Process of Maritime Attachment and Garnishment would command that the United States Marshal or other designated process server attach any and all of the Defendant's property within the District of this Court; and

WHEREAS, the Court has reviewed the Verified Complaint and the Supporting Affidavit, and the conditions of Supplemental Admiralty Rule B appearing to exist;

NOW, upon motion to the Plaintiff, it is hereby:

ORDERED, that pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, the Clerk of Court shall issue Process of Maritime Attachment and Garnishment against all tangible or intangible property, credits, letters of credit, bills of lading, effects, debts and monies, electronic funds transfers, freights, sub-freights, charter hire, sub

charter hire or any other funds or property up to the amount of \$790,081.83 belonging to, due or being transferred to, from or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name(s), or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishes to be named, or later identified, on whom a copy of the Process of Maritime Attachment and Garnishment may be served; and it is

ORDERED that supplemental process enforcing the Court's Order may be issued by the Clerk upon application without further Order of the Court; and it is further

ORDERED that following initial service by the U.S. Marshal or other designated process server upon each garnishee, that supplemental service of the Process of Maritime Attachment and Garnishment, as well as this Order, may be made by way of facsimile transmission or other verifiable electronic means, including e-mail, to each garnishee; and it is further

ORDERED that service on any garnishee as described above is deemed effective continuous service throughout the day from the time of such service through the opening of the garnishee's business the next business day; and it is further

ORDERED that pursuant to Federal Rule of Civil Procedure 5(b)(2)(D) each garnishee may consent, in writing, to accept service by any other means; and it is further

Dated: November 15, 2007

SO ORDERED:

U.S.D.J.

A CERTIFIED COPY
J. MICHAEL McMAHON

CLERK

BY

DEPUTY CLERK

Nov. 15, 2007 2:57PM Lennon, Murphy & Lennon LLC

No. 2421 p. 2

07-CV-10343 (LAK)

Docket no.

THE PRESIDENT OF THE UNITED STATES OF AMERICA

To the Marshal of the Southern District of New York (or designated process server) - GREETINGS:

WHEREAS a Verified Complaint has been filed in the United States District Court for the Southern District of New York on the 15th day of November 2007 by

KOLMAR GROUP AG,

Plaintiff,

against

TRAXPO ENTERPRISES PRIVATE LIMITED

a/k/a TRAXPO ENTERPRISES PVT LTD,

Defendant,

in a certain action for breach of maritime contract and indemnity wherein it is alleged that there is due and owing from the Defendant to the said Plaintiff the amount of \$799,081.83 and praying for process of maritime attachment and garnishment against the said Defendant,

WHEREAS, this process is issued pursuant to such prayer and requires that a garnishee(s) shall serve their answer(s), together with answers to any interrogatories served with the Complaint, within 20 days after service of process upon him and requires that Defendant shall serve its answer within 30 days after process has been executed, whether by attachment of property or service on the garnishee.

NOW, THEREFORE, we do hereby command you that if the said Defendant cannot be found within the District you attach goods and chattels to the amount sued for; and if such property cannot be found that you attach other property, credit and effects to the amount sued for in the hands of:

ABN Amro, American Express Bank, Bank of America, Bank of New York, Barclay's Bank, BNP Paribas, Calyon, Citibank, Deutsche Bank, HSBC Bank USA Bank, ING Bank, J.P. Morgan Chase, Societe Generale, Standard Chartered Bank, State Bank of India, UBS, and/or Wachovia Bank N.A

to with property, letters of credit, deposits, funds, credits, bills of lading, debts, settlement agreements, or other assets, tangible or intangible, in whatever form of:

TRAXPO ENTERPRISES PRIVATE LIMITED

a/k/a TRAXPO ENTERPRISES PVT LTD.

and that you promptly after execution of this process, file the same in this Court with your return thereon.

WITNESS, the Honorable Kimba M. Wood, Chief Judge of said Court, this 15 day of November 2007, and of our Independence the two-hundred and thirty-first.

Lennon, Murphy & Lennon, LLC
Attorneys for Plaintiff
The Gray Bar Building
420 Lexington Ave., Suite 300
New York, NY 10170
Phone (212) 490-6050

I. MICHAEL McMARON

Clerk

By:

Deputy Clerk

NOTE: This Process is issued pursuant to Rule B(1) of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure and/or New York Civil Practice Law and Rules, Article 62.

LEWIS A. KAPLAN
United States District Judge
United States Courthouse
500 Pearl Street
New York, NY 10007

COMMUNICATIONS

For questions concerning general calendar matters, call the Deputy Clerk, Mr. Andrew Mohan at (212) 805-0104.

Counsel are not to communicate with Chambers by phone except in case of emergency. Counsel are not to communicate with chambers via facsimile without prior approval. Copies of correspondence between counsel should not be sent to the Court.

Except as otherwise provided herein, the Court's procedures are governed by the Local Rules of this Court and the Federal Rules of Civil Procedure. *Counsel should not call the Judge's law clerks with respect to procedural questions.*

CONFERENCES

The attorney who will serve as principal trial counsel must appear at all conferences with the Court.

Unless the parties are otherwise notified, a pending motion to dismiss the entire action cancels any previously scheduled initial scheduling conference.

MOTION RULES AT A GLANCE

Pre-motion conference:	Discovery disputes only unless otherwise ordered in a specific case.
Motion returnable:	Motions are to be filed without a return date.
Courtesy Copies:	Two courtesy copies should be addressed to Judge Kaplan and delivered to the Marshals at the Worth Street entrance, 500 Pearl Street (at the time the originals are filed).

MOTION RULES AND PROCEDURES

Discovery Disputes

Non-ECF Cases

A conference must be requested before the filing of any motion relating to a discovery dispute. Counsel wishing to make such a motion should send a letter to the Court concisely describing the basis for the proposed motion and requesting a conference. The party opposing the relief sought may respond within two (2) business days by letter briefly describing why the relief sought should not be granted. Letters seeking such conferences and responses thereto shall not exceed three (3) pages.

ECF Cases

Discovery disputes in ECF cases shall be raised with the Court by motion filed electronically. The motion shall not exceed four (4) pages in length, including affidavits and declarations, but exclusive of exhibits. In addition, counsel filing such motions electronically shall send a letter to the Court stating that such a motion has been filed electronically. The party opposing the relief sought may respond within two (2) business days electronically, briefly describing why the relief sought should not be granted. No briefs or memoranda of law shall be filed unless requested by the Court.

Regardless of whether the case is an ECF case, counsel should be prepared to discuss with the Court the matters raised by such letters or motions, as the case may be, as the Court will seek to resolve discovery disputes quickly, often by telephone conference call.

Discovery disputes should be raised with the Court promptly once it is clear that the issues cannot be resolved by agreement.

Return Dates and Special Filing Rules

All motions, unless brought on by an Order to Show Cause, should be made without a return date.

The original of all motion papers, opposition papers, and replies should be filed in the Clerk's office. Two (2) courtesy copies for the use of Chambers should be delivered to the Marshals at the Worth Street entrance, 500 Pearl Street (at the time the originals are filed).

Orders to Show Cause and TROs

All applications for orders to show cause and temporary restraining orders first shall be brought to the Orders and Appeals Clerk for approval and then to Chambers, provided that in ECF cases, counsel shall adhere to any instructions given by the Clerk's Office with respect to such applications. Applications for temporary restraining orders will be entertained only after notice to the adversary absent a persuasive showing that the giving of notice itself is likely to result in immediate and irreparable injury.

Briefs and Motion Papers

Citations to New York and United States Supreme Court cases shall contain citations to the official reports and parallel cites to New York Supplement and Supreme Court Reporter, respectively. Citations to unreported cases not available on WESTLAW should be accompanied by a copy of the case cited.

Memoranda of law in support of or in opposition to motions may not exceed thirty-five (35) pages, double spaced, in length and, if in excess of ten (10) pages, should contain tables of contents and authorities. Reply memoranda may not exceed ten (10) pages, double spaced, in length. All exhibits should be tabbed and indexed. A copy of the complaint should accompany the moving papers. Requests to file memoranda exceeding the page limits set forth herein must be made *in writing* five (5) days prior to the due date except with respect to reply briefs, in which case the time is the day prior to the due date.

Answering and reply papers, if any, are to be served within the time specified in S.D.N.Y. Civ. R. 6.1. At the time reply papers are due, counsel shall advise the Court of any Monday morning within the next six (6) week period when they would be *unavailable* for oral argument.

Oral Argument

After answering papers are received, the Court will notify counsel of the time and place for oral argument if the Court regards oral argument as likely to be helpful. The Court will have reviewed the papers prior to argument.

Reports, Recommendations and Orders of Magistrate Judges

The page limits applicable to memoranda of law on motions apply also to objections to reports and recommendations, and appeals from orders of, Magistrate Judges.

Adjournments/Extensions

All requests for extensions of time or adjournment of motions, pretrial conferences, and other matters must be made *in writing* with copies to all counsel and received in chambers not less than two business days before the scheduled time. Such requests must include the number and disposition of any prior requests for similar extensions and state whether opposing counsel

consents to the extension or adjournment. If the extension request is made with the consent of all parties, a stipulation should be submitted setting out the schedule to which counsel have agreed; a request for an extension without the consent of all counsel may be made by letter to the Court. Requests to adjourn the date for oral argument made less than one week prior to the scheduled date will be granted only under the most compelling circumstances.

The Court will not advise the parties by telephone or mail of the disposition of requests for extensions and adjournments. Counsel are responsible for checking the docket sheet in the Clerk's office in person, by use of a service, or through use of the Court's ECF system.

ECF Cases

In ECF cases, notice of opinions, orders and stipulations is given through the ECF system

Notice of Rulings in Non-ECF Cases

Judge Kaplan participates in the CourtWeb system with respect to cases that are not on the Electronic Case Filing system. Notice of most orders (other than scheduling orders), decisions and stipulations in non-ECF cases is posted on the World Wide Web and may be accessed through the Court's web site:

<http://www.nysd.uscourts.gov>

CourtWeb also permits attorneys to use an electronic watch list to notify them by electronic mail when orders are posted in cases. Counsel are directed to the court's web site for details as to how to sign up for this service.

Although most orders in non-ECF cases will be posted to the CourtWeb site, counsel are responsible for knowledge of *all* orders entered on the docket.

PRETRIAL AND TRIAL RULES AND PROCEDURES

Discovery Schedule

Notices inviting the parties to stipulate to a discovery schedule will be sent to plaintiff's counsel (or, in the case of removed actions, defendant's counsel) shortly after the filing of the action. If the parties can agree upon a schedule providing for prompt completion of pretrial proceedings, the Court ordinarily will incorporate the agreement in a Scheduling Order.

Counsel are responsible for being aware of the contents of the formal Scheduling Order and any amendments thereto irrespective of whether they are sent to counsel by the Clerk of the Court.

Copies of Pleadings

The parties are to provide a courtesy copy of the complaint, answer and any reply (but not discovery requests, discovery responses, stipulations, correspondence or other papers) to chambers promptly after service.

Pretrial Order

Counsel are to file a *joint* pretrial order, with two (2) courtesy copies addressed to chambers, on or before the date set by the Court. The pretrial order shall be prepared in accordance with the outline attached as Annex A. Failure to submit the pretrial order may result in dismissal or a default judgment, as appropriate. *The filing of a motion for summary judgment does not excuse or extend the time for filing the pretrial order unless the Court otherwise directs. Such applications are disfavored.*

Ready for Trial

Counsel must be prepared to proceed to trial on twenty four (24) hours telephone notice once the pretrial order has been filed. Any party with a scheduling problem should bring it to the Court's attention by letter at the time the pretrial order is filed.

Bench Trials

In bench trials, counsel shall prepare and exchange statements containing the direct testimony of each witness they intend to call. These witness statements, copies of which are to be addressed to chambers and delivered to the Marshals with copies of all exhibits at least one week before trial, shall be used at trial in accordance with the following procedure.

Form of Statement

For each witness whose direct testimony will be presented in statement form, counsel shall prepare a statement setting forth in declaratory form all of the facts to which that witness will testify. The facts shall be stated in narrative, rather than question and answer, form. The statement shall contain all of the relevant facts to which the witness would testify including facts necessary to establish the foundation for the testimony. It need not be sworn or notarized.

Use of Statements

At the trial, each witness whose direct testimony previously has been submitted in statement form shall take the stand and under oath shall adopt the statement as true and correct. The party offering that witness then shall offer the statement as an exhibit, subject to appropriate objections by the opposing party on which the court will then rule.

The witness then will be allowed to supplement his or her statement by any additional live direct testimony considered necessary by counsel.

Thereafter cross-examination and any redirect shall proceed in the ordinary course.

Exceptions to Use of Statement

Statements will be required of the parties and other witnesses under their control. They are not to be used for adverse parties or for persons whose attendance must be compelled by subpoena.

Exhibits

Documents to be offered as exhibits shall not be attached to witness statements but shall be pre-marked and exchanged along with other proposed exhibits in the usual fashion.

Jury Selection

Juries ordinarily will be selected by the struck panel method.

BANKRUPTCY APPEALS

Counsel shall provide chambers with two courtesy copies of their briefs, and counsel for appellant shall provide it with one courtesy copy of the record, immediately upon the filing of the originals with the Clerk of Court. The page limits applicable to memoranda of law on motions apply to briefs on bankruptcy appeals.

CRIMINAL CASES

Upon the assignment of a criminal case to Judge Kaplan, the Assistant United States Attorney immediately shall provide a copy of the indictment to chambers and arrange with the Deputy Clerk for a prompt conference at which the defendant and defense counsel will be present in order to set a discovery and motion schedule and a trial date and, if necessary, to arraign the defendant and set bail.

Unless otherwise ordered, proposed *voir dire* questions, requests to charge, and *in limine* motions shall be served, filed and delivered to chambers no later than ten (10) days prior to the scheduled commencement of trial.

Annex A -- Form of Pretrial Order

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

[caption]

XX Civ. XXXX (LAK)

The parties having conferred among themselves and with the Court pursuant to Fed. R. Civ. P. 16, the following statements, directions and agreements are adopted as the Pretrial Order herein.

I. NATURE OF THE CASE

[Set forth a brief statement of the general nature of the action and the relief sought by each party.]

II. JURY/NON-JURY

[State whether a jury is claimed, whether there is any dispute as to whether the action should be tried to a jury, and the estimated length of the trial.]

III. STIPULATED FACTS

[Set forth any stipulated facts.]

IV. PARTIES' CONTENTIONS

The pleadings are deemed amended to embrace the following, and only the following, contentions of the parties:

A. Plaintiff's Contentions

[Set forth a brief statement of the plaintiff's contentions as to all ultimate issues of fact and law.]

B. Defendant's Contentions

[Set forth a brief statement of the defendant's contentions as to all ultimate issues of fact and law.]

V. ISSUES TO BE TRIED

[Set forth an agreed statement of the issues to be tried.]

V. PLAINTIFF'S EXHIBITS

VI. DEFENDANT'S EXHIBITS

No exhibit not listed below may be used at trial except (a) for cross-examination purposes or (b) if good cause for its exclusion from the pretrial order is shown.

[Each side shall list all exhibits it intends to offer on its case in chief. The list shall include a description of each exhibit. All exhibits shall be premarked.

[In cases likely to involve substantial numbers of deposition exhibits, the parties are encouraged to agree at the outset of discovery to assign a unique exhibit number or letter to each exhibit marked at any deposition so that exhibit designations used in deposition transcripts may be used without change at trial. Absent use of such a system, plaintiff's trial exhibits shall be identified by Arabic numerals and defendant's by letters (e.g., PX 1, DX 1, D-Jones A, D-Smith C).]

VIII. STIPULATIONS AND OBJECTIONS WITH RESPECT TO EXHIBITS

Any objections not set forth herein will be considered waived absent good cause shown.

[The parties shall set forth any stipulations with respect to the authenticity and admissibility of exhibits and indicate all objections to exhibits and the grounds therefor.]

IX. PLAINTIFF'S WITNESS LIST

X. DEFENDANT'S WITNESS LIST

The witnesses listed below may be called at trial. No witness not identified herein shall be permitted to testify on either party's case in chief absent good cause shown.

[Each party shall list the witnesses it intends to call on its case in chief and, if a witness's testimony will be offered by deposition, shall designate by page and line numbers the portions of the deposition transcript it intends to offer. Each party shall set forth any objections it has to deposition testimony designated by the other and the basis therefor.]

XI. RELIEF SOUGHT

[The plaintiff shall set forth the precise relief sought, including each element of damages. If the plaintiff seeks an injunction, the proposed form of injunction shall be set forth or attached.]

Dated:

U.S.D.J.

[Signatures of counsel]

* * * Communication Result Report (Dec. 28, 2007 12:03PM) * * *

1) Lennon, Murphy & Lennon LLC
2) Tide Will La-cing, Southport

Date/Time: Dec. 28, 2007 11:22AM

File	No. Mode	Destination	Pg(s)	Result	Page Not Sent
2877 Mercury TX		011913322695384#1247 011912240304650#1247	P. 60	E-1) 1) 1) 1) 1) OK	P. 4-60

Reason: For error
 1) Hang up or line fail
 2) No answer
 3) Exceeded max. E-mail size
 4) Busy
 5) No facsimile connection

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 phone (203) 256-4600
 fax (203) 256-2815

December 28, 2007

Via FAX

Via Facsimile 617 91 33 2269 5384 / 011 91 22 4030 4650

Via E-Mail: patrick.f.lennon@lennon.com / charles.e.murphy@lennon.com

Tracopa Enterprises Private Limited
 Taparlab House
 42/1 Strand Road
 Kolkata - 700 007
 India

Re: Kalmar Group AG v. Tracopa Enterprises Private Limited
 Docket No: 07 Civ. 10343 (LAK) - U.S. District Court, SDNY
 LML ref: 07-1247

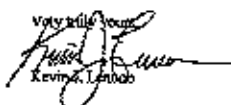
Dear Sir or Madam:

We represent the Plaintiff, Kalmar Group AG, in the above referenced lawsuit. We write to advise you that payment to an ex parte order of maritime attachment and provisional arrest in the above referenced lawsuit, your property was attached at Waskovia Bank on or about December 19, 2007 in the amount of \$30,000.

Please find attached to this letter the following pleadings filed in the above referenced lawsuit including, the Complaint, Affidavit in Support, Rule 7.1 Statement, Ex-Parte Order, Process of Attachment, Initial Conference Order and also the Individual Rules for Reasonable Judge Lewis A. Kaplan.

Should you have any questions or concerns, please contact us at your convenience.

This letter is sent pursuant to Local Rule 3.2 of the Local Rules for the United States District Court for the Southern District of New York.

Very truly yours,

 Kevin J. Lennon

KJL/az
 Encl